

3.5 Age Restrictions-
Master Deed

**MASTER DEED
OF
THE RESIDENCES AT QUAIL RIDGE
CONDOMINIUM**

The undersigned Quail Ridge Country Club LLC, a Massachusetts limited liability company with a principal place of business at 354B Great Road, Skyline Drive, Acton, Massachusetts (hereinafter with its successors and assigns called the "Declarant"), being the sole owner of the land located off of Skyline Drive, Acton, Middlesex County, Massachusetts described in Exhibit A attached hereto and made a part hereof, by duly executing and recording this Master Deed, does hereby submit said land together with the buildings and improvements thereon and all easements, rights and appurtenances belonging thereto to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, (hereinafter "Chapter 183A" or the "Act") and proposes to create, and hereby does create with respect to said premises, a condominium (hereinafter the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end declares and provides the following:

1. Condominium Phasing. The Condominium will be developed as a phased Condominium, each phase or subphase of which may include one (1) or more buildings. Paragraph 17 hereof sets forth the procedures to add phases or subphases to the Condominium.

2. Name. The name of the Condominium shall be:

The Residences at Quail Ridge Condominium

3. The Unit Owners' Organization. The organization through which the Unit Owners will manage and regulate the Condominium established hereby is The Residences at Quail Ridge Condominium Trust (hereinafter referred to as the "Trust" or the "Condominium Trust") under a Declaration of Trust of even date to be recorded herewith. Each Unit Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided ownership interest in the Common Areas and Facilities to which his Unit is entitled hereunder. The address of the Condominium Trust is 354B Great Road, Skyline Drive, Acton, Massachusetts. The name of the original and present Trustee as of the date hereof of the Condominium Trust (hereinafter the "Trustee(s)" or the "Condominium Trustee(s)") is as follows:

QUAIL RIDGE COUNTRY CLUB LLC

The Condominium Trustee has enacted By-Laws, as provided for in the Condominium Trust, pursuant to and in accordance with the provisions of Chapter 183A.

This Master Deed and the Condominium Trust are sometimes referred to as the "Condominium Documents".

4. Description of the Land. The land (hereinafter the "Land") upon which buildings and improvements to be situated is more fully described in said Exhibit A attached hereto and made a part hereof, and located off of Skyline Drive, Acton, Massachusetts.

4.A. Description of Phases and Subphases. Phase One will consist of a semi-private golf course and related practice facilities, a recreation building, restaurant, a maintenance building and related other amenities. Unit One is sometimes hereinafter referred to as the "Golf Unit". The Phase One land, as shown on the site plan recorded herewith, is an exclusive use area appurtenant to Unit One to be used as a golf course and for related recreational and other purposes. The remaining phases will consist of residential units ("Residential Units").

With regard to the other Phases, it is anticipated that there will be multiple phases and that within each phase there may be multiple subphases. The buildings will be single detached dwellings, duplexes or garden style residences. The total number of Residential Units will not exceed _____.

In the event the Declarant acquires additional land, said land may be added to the Condominium as an additional phase with additional subphases.

Declarant reserves the right to change the foregoing phases, subphases, Units and buildings including (without limitation) the size, number of Units in a phase or subphase and style of Units and buildings, provided any such changes shall be in compliance with applicable permits and approvals.

4.B. Description of the Buildings. The building(s) (hereinafter the "Building" or "Buildings") on the Land are shown on the site and floor plans recorded herewith (the "Plans") and are described in Exhibit B attached hereto and hereby made a part hereof, as said Exhibit B may hereafter be amended as additional phase(s) and subphases are added to the Condominium pursuant to Paragraph 17 hereof.

Phase One consists of the Golf Unit.

It is the intent that the Golf Unit shall be maintained by the owner of Unit One.

All other Buildings in the Condominium will be Residential Buildings and will hereafter be called "Residential Buildings".

5. Designation of the Units and Their Boundaries.

- (a) The Condominium initially consists of the Golf Unit as shown on the Site Plan (said unit, together with all residential units, subsequently added to the Condominium pursuant to paragraph 17 hereof as part of future phases or subphases are hereinafter referred to as the "Units").

The designations, locations, approximate areas, numbers of rooms, immediately accessible common areas and other descriptive specifications of Unit One are set

forth in Exhibit C attached hereto. The Unit is shown on the certified floor plans of the Condominium recorded herewith.

- (b) If and when the Declarant adds additional phase(s) or subphases to the Condominium pursuant to its reserved rights under paragraph 17 hereof, it shall amend Exhibit C attached hereto to describe the Units being thereby added to the Condominium and shall set forth in said amended Exhibit C any variations with respect to the boundaries of a Unit or Units in such phase(s) from those boundaries described in subparagraphs 5(c) and 5(d) hereof. Also, with each amendment to this Master Deed adding additional phase(s) or subphases to the Condominium, the Declarant shall record new site and floor plans showing the Building(s), Unit(s) and appurtenant common areas forming part thereof. As used in this Master Deed the terms "additional phases, new phases and future phases" have the same meaning.
- (c) Unit One will consist of the Golf Unit, the boundaries of which will be the plane of the lower surface of the floor of each building and the outside surface of the walls, roof and door and windows of each building so that the Unit will consist of the entire structure of all of said buildings.
- (d) The boundaries of each single unit Residential Building are the plane of the unfinished lower surface of the concrete floor of the lowest floor of the Unit and the outside surface of walls and roofs and doors and windows, so that the Unit consists of the entire structure.
- (e) The boundaries of all other Residential Units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:
 - (i) Floors: The plane of the unfinished upper surface of the floor (of the lowest floor of the Unit), floor coverings shall be a part of the Unit in which they are installed by a Unit Owner, but such installation shall be subject to the provisions of Section 5.9 of the Condominium Trust;
 - (ii) Ceilings: The plane of the lower surface of the roof rafters for the uppermost unit in a Building, or the plane of the lower surface of the floor joists diving the Units, whichever applies;
 - (iii) Walls, Doors and Windows: As to walls, the plane of the interior surface of the studs facing the Unit; as to doors, the exterior surface thereof; and as to windows, the exterior surface of the insulated glass and sash.
- (f) Except for the single unit Residential Buildings, each Residential Unit excludes the foundation, structural columns, girders, beams, supports, perimeter walls, the studs between Units lying inside of the inner surface of the wallboard facing such studs, roofs, concrete floor slabs, exterior window and door frames, and all

conduits, ducts, pipes, flues, wires and other installations or facilities for the furnishing of utility services or waste removal which are situated within a Unit, but which serve one or more of the other Units.

- (g) Each Residential Unit includes the ownership of all appliances, fixtures and utility installations contained therein which exclusively serve the Unit. Each Unit also includes the ownership of any air conditioning or heating apparatus which serves the Unit alone whether located within the Unit or not. In the case of those utility installations which are included in the ownership of the Unit, but which are physically located in whole or in part outside of the Unit, each such Unit shall have the appurtenant right and easement to use, maintain, repair and replace such installations notwithstanding the fact that they may be located in or on the Common Areas and Facilities of the Condominium as defined in Paragraph 6 below.
- (h) Each Unit shall have as appurtenant thereto the right and easement to use, in common with the other Units served thereby, all utility lines and other common facilities as defined in Paragraph 6 hereof which serve it, but which are located in the Common Areas and Facilities or in another Unit or Units.
- (i) Each Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in Paragraph 6 below, in common with the other Units in the Condominium.
- (j) Each Unit shall have as appurtenant thereto a right of ingress and egress to such Unit, which right shall be perpetual.
- (k) Each Residential Unit includes the appurtenant exclusive right and easement to use the designated yard areas, patios, decks, driveways and entryways adjacent to and accessible directly from such Unit as shown on the Site Plan. Maintenance and repair of such yard areas shall be the obligation of the Condominium, despite being reserved for the exclusive use of a Unit. Patios, decks and entryways shall be the obligation of the Unit Owner having the exclusive use thereof. Use of yards, patios, decks and driveways shall be subject to all provisions of this Master Deed, the Condominium Trust, the Rules and Regulations pursuant thereto. No alteration of size, configuration or appearance of such yards, patios, decks and entryways, except as provided by Declarant or in the Master Deed, shall be permitted. Any exterior changes to the Building(s) shall be subject to approval of the Trustee pursuant to Section 5.9. of the Condominium Trust. Any usage or furnishings of such yards, patios, decks and entryways must not be dangerous, unsightly or incompatible with the comfort and convenience of other Unit Owners. The Trustees or their agents shall have an easement for access over such yards, patios, decks and entryways, and if necessary, through a Unit to which it is attached, for repair or replacement to structural elements of the Building(s).

5.A. Mixed Use Condominium. The Declarant and all Unit Owners acknowledge that the Condominium is a Mixed Use Condominium, Phase One being a golf course and related facilities and the other phases being used for residential dwelling purposes. Phase One has different budgetary requirements than the other phases described in Article 5.3 of the Condominium Trust. In recognition of the mixed-use nature of the Condominium, all of the Unit Owners will cooperate to ensure harmony within the Condominium. For example, the owners of Residential Units agree that golf balls from the golf course may land on the residential phases and will have to be retrieved. The owners of the Residential Units will allow such retrieval. As the golf course will traverse portions of the Condominium, those using the golf course will have the right and easement to access all of the golf holes, fairways and tee areas as shown on the site plan. The maintenance and repair of all appurtenances to Unit One shall be the obligation of the Owner of Unit One. The appurtenances of Unit One include the golf fairways, tee boxes and the Land located in Phase One, the tennis courts, pool and all other amenities in Phase One. **The Owners of the Residential Units shall have rights as to Phase One or the Golf Unit as provided for in the operating documents and bylaws for the entity which operates the Golf Unit.** The owners of the Residential Units acknowledge that they are aware of the noise and hazards of living near a golf course and that they, their invitees and their dwellings may be struck by golf balls. The owners of the Residential Units acknowledge that during golf tournaments there will be added noise and congestion. During a tournament, vehicles will be parked on all of the roads to be constructed on the Land. Although all roads to be constructed on the Land are part of the Common Areas and Facilities, all roads shall be used by employees and invitees of the Golf Unit without any interference by the owners of the Residential Units.

5.B. The Golf Unit. The land in Phase One (as shown on the Site Plan recorded herewith) in its entirety is a Limited Common Area and Facility of the Golf Unit. All of the land in Phase One shall be used exclusively by the employees and invitees of the Golf Unit. The owner of the Golf Unit may, at its sole discretion, however, elect to use portions of Phase One for purposes other than a golf course, subject to approvals required by the Town of Acton.

Notwithstanding any other provisions or restrictions set forth in this Master Deed or the Declaration of Trust, the owner of the Unit contained in Phase One shall be entitled and permitted, without the prior approval from the Condominium Trustees or the Residential Unit Owners to:

- (a) add additional structures;
- (b) alter, rebuild, expand, change and/or modify the existing structures;
- (c) change their uses, including, without limitation, structures, paving, landscaping and signage in or within Phase One; and
- (d) build roads throughout the Condominium.

6. Common Areas and Facilities. Except for the Units and the Buildings created and subsequently added to the Condominium as of the date of this Master Deed, and subject to the exclusive use rights, the entire premises, including, without limitation, the Land and all parts of the buildings and improvements thereon, except as otherwise provided for herein, shall constitute

the Common Areas and Facilities of the Condominium. These Common Areas and Facilities specifically include, without limitation, the following:

- (a) The land described in Exhibit A hereto (including all swales, catch basins, ponds (manmade or natural) and open brook areas within the Condominium Premises), together with the benefit of and subject to all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable and subject to the exclusive use areas appurtenant to certain Units.
- (b) Except with respect to the Golf Unit and the single unit Residential Buildings, the foundations, structural columns, girders, beams, supports, perimeter walls, the studs between Units lying inside of the inner surface of the wallboard facing such studs, roofs, concrete floor slabs, lawns, plantings, landscaping, walks, except for those portions of the foregoing located solely within a Unit.
- (c) All conduits, ducts, pipes, wires and other installations or facilities for the furnishing of utility services or waste removal, including, without limitation, water, sewerage, gas, electricity and telephone services, which are not located within any Unit or which, although located within a Unit serve other Units or the Common Areas and Facilities, whether alone or in common with such Unit, together with an easement of access thereto for maintenance, repair and replacement.
- (d) In general, any and all apparatus, equipment, alarms and other installations existing for common use, including, but not limited to, heating, hot water and air conditioning apparatus and any such use.
- (e) The Sewage Treatment Facility, which is hereby defined as follows: leaching areas, to be constructed on the Condominium Land together with all pipes, conduits, controls, ducts, plumbing, cables, equipment and other facilities for the furnishing of septic service and all sewer and drainage pipes, septic tanks, and sewer disposal systems, tanks, leaching fields and all appurtenances thereto located outside the Units that serve parts of the Condominium other than a specific Unit exclusively; (as to sewerage disposal systems and utility conduits, lines, pipes and wires, the right and easement to use the same shall be included as part of the Common Areas and Facilities) all pipes constituting the sewer collection system and the related appurtenances and easements for sewer lines, and other appurtenances relating thereto. The Sewage Treatment Facility shall serve the Condominium, including all Condominium Land, buildings and Units and improvements added to the Condominium from time to time in the future. The Common Land shall be a portion of the Common Areas and Facilities of the Condominium. The Condominium Trust shall have the right at any time and from time to time to change the location of any portion of the Sewage Treatment Facility, whether located on the Condominium Land, and the Condominium Trust shall have an easement to go in, upon, over and under all parts of the

Condominium (including but not limited to the Units and any areas designated for the exclusive use of Owners of certain Units including but not limited to Units as defined in paragraph 8 hereto) in order to fulfill its responsibilities with respect to the operation, use, maintenance, repair and replacement of the Sewage Treatment Facility. Notwithstanding the foregoing, it shall be the sole responsibility of each Unit Owner to maintain, repair and replace all elements of the Sewage Treatment Facility located in the Unit and serving the Unit exclusively. The Condominium Trust shall have the right, but not the obligation, to perform any such maintenance, repairs, and replacement which it deems necessary if not performed by an Owner.

Declarant shall construct the Sewage Treatment Facility. Declarant's construction shall include all of the items defined as portions of the Sewage Treatment Facility in clause (i) of this paragraph. All such construction shall be at Declarant's expense and upon Declarant's initiative. The Sewage Treatment Facility shall be built to specifications promulgated by the Massachusetts Department of Environmental Protection (the "DEP"), and the Acton Board of Health.

The use or maintenance of the Common Areas and Facilities including the Sewage Treatment Facility in a manner contrary or inconsistent with any applicable statute or any rule or regulation of the DEP or Acton Board of Health is hereby prohibited.

Unit Owners shall be responsible for insuring that the Trustees of the Condominium Trust comply with all applicable statutes, regulations or permit conditions relating to the Sewage Treatment Facility.

- (f) All guest parking and related facilities not contained in the Units shall be a part of the common areas and facilities of the Condominium and subject to regulation by the Condominium Trust, which regulation shall not be inconsistent with exclusive rights and easements granted by the Declarant.
- (g) The roads constructed and to be constructed on the Land are part of the Common Areas and Facilities. The Owners of Residential Units may not interfere with the rights of invitees or employees of the owner of the Golf Unit to use all roads in the Condominium in Phase One or in any other Phase.
- (h) Such additional common areas and facilities as may be defined in Chapter 183A.

The Trustees of the Condominium Trust have, and are hereby granted, the right of access, at reasonable times and consistent with the comfort, convenience and safety of owners, to such areas of each Unit as reasonably need to be entered for purposes of operation, inspection, protection, maintenance, repair and replacement of common areas and facilities, and correction, termination, and removal of acts or things which interfere with the common areas and facilities

or are otherwise contrary to or in violation of the provisions hereof, and also a right of access for making emergency repairs as provided for in the Act.

The Trustees of the Condominium Trust shall also have, and are hereby granted, the exclusive right and obligation, in perpetuity, to maintain, repair, replace, add to, and alter the roads, ways, paths, walks, utility and service lines and facilities, lawns, trees, plants and other landscaping comprised in the Common Areas and Facilities, and not a part of a Unit, and to make excavations for such purposes; and no Owner shall do any of the foregoing in an area other than that set aside for said Unit's exclusive use without the prior written permission of said Trustees in each instance.

In the event that the drainage system or part thereof outside of the roadway right-of-way for any reason deteriorates to the extent that it is not reasonably suitable for the purposes originally intended, and no longer has the capacity to handle storm water run-off at its intended rate, the Town of Acton, acting by its Highway Superintendent shall have the right, but shall not be obligated, to enter the property and perform emergency repairs in said drainage rights-of-way and/or structures. The costs and expenses for the performance of said repairs shall be borne by the Condominium Trust, and the Trust shall be responsible for the maintenance of said drainage easements as they traverse over the common land.

The Declarant has reserved the right and easement pursuant to paragraph 17 hereof to modify the boundaries of Units to be included in the Condominium as part of future phase(s), and such modifications may result in corresponding adjustments in the definition of the Common Areas and Facilities with respect to such Units. In such event, the amendment to this Master Deed adding such future phase(s) to the Condominium shall specify in what respects the Common Areas and Facilities have been adjusted as to the Units involved.

There is appurtenant to each Unit the right to use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owners. Invitees of the golf club (Unit One) have access rights over the Common Areas and Facilities and the Limited Common Areas and Facilities incident to golfing.

6.A. Limited Common Areas and Facilities of the Residential Phases:

The following having direct access from the Residential Unit to which they are appurtenant shall be Limited Common Areas and Facilities as defined in Chapter 183A:

- a) designated yard areas;
- b) decks;
- c) patios; and
- d) driveways and entryways

The foregoing shall be used exclusively by the Unit from which there is access to the yard, deck, patio, driveway or entryway.

7. Percentage Ownership Interest in Common Areas and Facilities. The percentage ownership interest of each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit the date of this Master Deed bears to the then aggregate fair value of all Units, also measured as of the date of this Master Deed. Each Unit shall be entitled to an appurtenant undivided ownership interest in the Condominium. Said percentage shall change as additional phases and sub phases are added to the Condominium as provided in Article 17.

7.A. Residential Factor. The Residential Factor as stated on Exhibit C commencing with Phase Two will be determined upon the basis of the proportionate relation that the fair value of each Residential Unit on the date of this Mater Deed (as amended) has to the aggregate fair value of all Residential Units in the Residential Buildings on said date. As additional phases and subphases are added, Units in phases and subphases commencing with Phase Two will have a Residential Factor determined on this basis.

Each Unit shall be entitled to an appurtenant undivided ownership interest in the Common Areas and Facilities as set forth in Exhibit C attached hereto, as said Exhibit C may hereafter be amended as additional phases and subphases are added to the Condominium pursuant to paragraph 17 hereof.

8. Purpose and Restrictions on Use. The Condominium shall be used for the following purposes and shall be subject to the following restrictions: Phase One shall be used as a golf course and for recreational and other purposes. The following restrictions apply only to the Residential Units.

- (a) Each Unit other than Unit One shall be used only for residential purposes and uses normally accessory thereto, (as defined from time to time by the Acton Zoning By-Laws) and for no other use.
- (b) THE UNITS MUST BE OWNED AND OCCUPIED BY AT LEAST ONE PERSON 55 YEARS OF AGE OR OLDER, HOWEVER SUBJECT TO EXHIBIT D HEREOF, AND PROVIDED HOWEVER THAT OCCUPANCY OF A UNIT IS FOR MORE THAN ONE HUNDRED TWENTY (120) CONSECUTIVE DAYS AND/OR MORE THAN A TOTAL OF ONE HUNDRED TWENTY (120) DAYS IN ANY GIVEN CALENDAR YEAR ("QUAILIFIED INDIVIDUAL"). THE USE OF THE UNITS ARE SUBJECT TO THE RESTRICTIONS AND REQUIREMENTS OF EXHIBIT D, THE HOUSING FOR OLDER PERSONS ACT OF 1995 AND ANY REQUIREMENTS OF THE TOWN OF ACTON. UNITS OWNED BY AN ENTITY IN WHICH THE QUAILIFIED INDIVIDUAL IS A BENEFICIARY OR TRUSTEE SHALL BE DEEMED TO BE OWNER-OCCUPIED. THIS SECTION 8 AND EXHIBIT D OF THIS MATER DEED MAY NOT BE AMENDED WITHOUT THE WRITTEN CONSENT OF THE DECLARANT AND/OR ITS SUCCESSORS AND ASSIGNS. THIS RESTRICTION MAY BE ENFORCED IN THE SAME MANNER AS OTHER RESTRICTIONS

CONTAINED IN THIS MASTER DEED BY COURT ACTION AND BY THE ASSESSMENT OF FINES, ATTORNEYS' FEES AND COSTS WHICH SUMS SHALL BE TREATED AS COMMON EXPENSES AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY AND SHALL BE THE PERSONAL LIABILITY OF THE UNIT OWNER.

- (c) No professional offices or home occupations, as defined in the Acton Zoning By-Laws, shall be allowed.
- (d) The occupancy of each Residential Unit shall be limited at all times to the number of persons for which its sleeping quarters have been designed.
- (e) Exterior modifications to any Building may be made with the unanimous consent of the owners of all the Units within such Building, subject to the provisions of this paragraph. No such exterior modifications may be made without the prior written consent of the Trustees of the Condominium Trust according with section 5.9 of the Condominium Trust, based upon the submission to the Trustees of plans and drawings for such proposed modifications. Such modifications may not result in the Building conflicting with the appearance, nature and character of the Condominium. The parties performing such modifications shall be responsible for obtaining all government approvals and permits necessary to construct such modifications, shall maintain liability insurance in an amount satisfactory to the Trustees, and shall indemnify, defend and hold harmless the Trustees and all Unit Owners for any loss, damage, injury claim of or to any person or to the property of any person resulting from or arising out of any such modification. All such modifications shall be performed in a good and workmanlike manner using new materials.
- (f) Any Building may be enlarged with the approval of the Trustees. Provided that the approval of the Trustees has been obtained as set forth above, the Unit Owners of a Building performing an enlargement of a Building shall have an easement to encroach upon and build upon those portions of the common areas of the Condominium upon which enlargement shall be built. Any enlargement will not materially affect the use and enjoyment of other Buildings or roads and driveways.
- (g) All use and maintenance of Units and the Common Areas and Facilities shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units. No Unit Owner may use or maintain his Unit in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Units. Unit Owners shall not cause, nor shall they suffer, obstruction of Common Areas and Facilities, except as the Trustees may in specific instances expressly permit.
- (h) No Unit Owner shall use his Unit in such fashion as to result in the cancellation of insurance maintained by the Trustees on the Condominium or in any increase in the cost of such insurance, except that uses resulting in increase in premiums may be made by specific arrangement with the Trustees, providing for the payment of such increased insurance costs by the Unit Owner concerned.

- (i) Dogs, cats or other animals may not be kept in any Unit, without the prior written consent of the Trustees, which consent shall not be unreasonably withheld. The grant of approval for a pet will not be rescinded unless the manner in which the pet is maintained is incompatible with a first class residential use of the Condominium. Notwithstanding the foregoing, if such consent is given, the Trustees may require such pet to be removed at any time as provided in the Rules and Regulations of the Condominium. Any damage or accelerated wear and tear to the Common Areas and Facilities caused by a specific pet shall be repaired at the expense of the Unit Owner owning such pet, which expense shall be deemed a common expense and shall be payable to the Trustees on demand by such Unit Owner. All pets shall be subject to provisions therefor in the Rules and Regulations.
- (j) The volume of television sets, radios, phonographs, musical instruments and the like shall be turned down after 11 p.m. and sounds of any kind shall, at all times, be kept at a level which will not unreasonably annoy the occupants of neighboring Units and will not disturb golfers.
- (k) No Unit Owner shall hang laundry, rugs, drapes and the like out of a Unit, from any window or upon any of the Common Areas and Facilities.
- (l) Subject to subsection (t) hereof, Unit Owners may rent a Unit, but they may not display "For Sale" or "For Rent" signs on any Condominium Land or a Unit, nor may any Unit Owner place window displays or advertising in windows of any Units.
- (m) The Trustees may charge to a Unit Owner any damage to the mechanical, electrical or other building service system of the Condominium caused by such Unit Owner, by misuse of those systems.
- (n) No noxious or offensive activity shall be carried on in any Unit, or in the Common Areas and Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comfort or convenience of other Unit Owners.
- (o) All radio, television, or other electrical equipment of any kind or nature installed by Unit Owners or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the fire insurance underwriters, or similar board, or other public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.
- (p) No Unit Owner or any of his agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his Unit or any portion of the Common Areas and Facilities or the Buildings any gasoline, kerosene, or other flammable, combustible, or explosive fluid, material, chemical, or substance except such lighting, cleaning and

other fluids, materials, chemicals, and substances as are customarily incidental to residential use.

(q) No Unit or any part of the Common Areas and Facilities shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Condominium Trust, the By-Laws, or the Rules and Regulations promulgated pursuant thereto.

(r) No Unit shall be leased or rented without the prior written approval of the Trustees of the Condominium Trust in each instance, which approval shall not be unreasonably withheld. The Trustees may waive this provision from time to time. All leases or rental agreements for Unit shall be in writing and specifically made subject to this Master Deed, the Condominium Trust, By-Laws and Rules and Regulations promulgated pursuant thereto.

(s) Except on a temporary basis, each of the parking spaces is intended to be used solely for the parking of automobiles belonging to residents and their invitees, subject to the rules and regulations as may be adopted from time to time by the Condominium Trustees and subject to the right of Unit Owners to rent parking spaces to other Unit Owners. The parking of boats, trucks or recreational vehicles is prohibited. Certain parking spaces shall be used by visitors and unit owners on a non-reserved basis as shown on the Site Plan.

(t) No Unit may be partitioned or subdivided, nor combined with any other Unit, without the express written approval of the Trustees, in their sole discretion.

(u) Five (5%) percent of the Units shall be designated as affordable housing units ("Affordable Housing Units or Unit") and shall be included in the Subsidized Housing Inventory as the term is described in 760CMR 31.04(1) in accordance with rules and regulations issued by the Department of Housing and Community Development, as amended from time to time (the "Regulations").

In the event that the Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a unit, such right of first refusal, with respect to the Affordable Housing Units, shall be secondary to any applicable right of first refusal of the Town of Acton or the Commonwealth as provided for in the LIP Program. No instrument amending this paragraph shall be of any force and effect until the Planning Board of the Town of Acton and the Massachusetts Department of Housing and Community Development approve such amendment in writing.

(v) No drainage swales or other drainage appurtenances shall be disrupted, modified or filled without first obtaining in writing approval from the Planning Board of the Town of Acton and all catch basins located within the Common Areas and Facilities of the Condominium shall be inspected and cleaned at least annually by the Condominium Trust. The Declarant shall be responsible for said maintenance until the Turnover Date.

Said restrictions shall be for the benefit of each of the Unit Owners and the Condominium Trustees. Also, insofar as permitted by law, such restrictions shall be perpetual, and to that end, they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this Paragraph 8, except such as occur during his or her ownership of a Unit.

9. Reserved Rights.

- (a) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, in the event that there are unsold Units, the Declarant and their successors and assigns shall have the same rights, as the Owner of such unsold Units, as any other Unit Owner. In addition to the foregoing, the Declarant reserves to itself and its successors and assigns the rights and easement for so long as it owns such an unsold Unit to:
 - (i) lease and license the use of any unsold Unit;
 - (ii) to use any Unit owned by the Declarant as a model and sales and leasing office for display for purposes of sale or leasing of the Units;
 - (iii) to use any Unit owned by the Declarant as an office for the Declarant's use; and
 - (iv) to perform any work and transact any other business on the Common Areas and Facilities including, but not limited to Condominium property to complete the development thereof and to facilitate the marketing of any unsold Unit,
- (b) With reasonable notice and the opportunity of the Unit Owner to be present (except in an emergency without notice), the Condominium Trustees or their agents, representatives and employees shall have the right of access to each Unit and the Common Areas appurtenant thereto:
 - (i) to inspect, maintain, repair or replace the Common Areas and Facilities contained therein or elsewhere in a Building;
 - (ii) to exercise any other rights or satisfy any other obligations they may have as Trustees.
- (c) Notwithstanding any provisions of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant hereby reserves to itself and its agents, representatives, employees and contractors the right and easement to enter upon all or any portion of the Common Areas and Facilities with workers, vehicles, machinery and equipment for purposes of constructing, erecting, installing,

operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing structures and their appurtenance, utilities of every character, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the Condominium, including the development and addition to the Condominium of future phases and subphases as permitted by paragraph 17 of this Master Deed and the development of common use facilities should the Declarant elect to develop same pursuant to the rights reserved to the Declarant in paragraph 17 of this Master Deed. This easement shall include the right to store at, in or upon the Common Areas and Facilities vehicles, machinery, equipment and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development and expansion of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation.

10. Easement for Encroachment. If any portion of the Common Areas and Facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of (a) settling of the Buildings, or (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Condominium Trustees, or (c) repair or restoration of the Buildings or any Unit after damage by fire or other casualty, or (d) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the affected Building stands.

11. Units Subject to Master Deed, Unit Deed and Condominium Trust. All present and future owners, lessees, tenants, licensees, visitors, invitees, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed (including, without limitation, paragraph 17 hereof), the Unit Deed, the Condominium Trust and the By-Laws, the Unit Deed and the Rules and Regulations of the Condominium adopted pursuant thereto, as they may be amended from time to time, and the items affecting title to the Land as set forth in Exhibit A. Each Unit Owner, including the Declarant, shall be required to pay a proportionate share of common expenses and Residential Expenses (as defined in the Condominium Trust) upon being assessed therefor by the Condominium Trust as is provided therein. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed (including, without limitation, paragraph 17 hereof), the Unit Deed, the Condominium Trust and the By-Laws, the deed of the Unit and said Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the Land, are accepted and ratified by such owner, lessee, tenant, licensee, visitor, invitee, servant or occupant; and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance thereof or lease, tenancy, license, or occupancy agreement or arrangement with respect thereto.

12. Amendments.

- (a) Except as otherwise provided in paragraph 17 hereof with respect to amendments adding new phase(s) to the Condominium and except as provided in paragraph 21 hereof with respect to Special Amendments, this Master Deed may be amended by an instrument in writing (a) assented to by the owner of Unit One and Owners of Units at the time entitled to at least seventy-five (75%) percent or more of the undivided interest in the Common Areas and Facilities (the Trustees may certify as to such assent), (b) signed by a majority of the Condominium Trustees, and (c) duly recorded with the Middlesex South Registry of Deeds (hereinafter, the "Registry"), provided that:
- (i) The date on which any such instrument of amendment is first assented to by an Owner of a Unit shall be indicated thereon as the date thereof, and no such instrument shall be of any force or effect unless and until the same has been so recorded within six (6) months after such date.
 - (ii) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless signed by the Owner of the Unit so altered.
 - (iii) Except as provided in paragraph 17 hereof, with respect to amendments adding new phase(s) to the Condominium, no instrument of amendment which alters the percentage of undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force or effect unless the same has been signed by the Owners of all such Units.
 - (iv) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A, the Acton Zoning By-Law, as amended from time to time.
 - (v) Where required under the provisions of this Paragraph 12, the instrument of amendment shall be assented to by the holders of the first mortgages of record with respect to all of the Units.
 - (vi) No instrument of amendment which alters the status of an AffordableHousing Units created under the LIP program as part of the Condominium shall be of any force and effect unless approved in writing by the Planning Board of the Town of Acton.
 - (vii) No instrument of amendment which would adversely affect the Declarant's right and ability to develop and/or market the Condominium,

as it may be expanded pursuant to the provisions of paragraph 17 hereof to include additional phase(s), shall be of any force or effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Middlesex South District Registry of Deeds. The requirements for the Declarant's assent contained in this subparagraph (a) (vii) shall terminate upon the completion of construction and sale by the Declarant to a third party purchaser (who shall not be a successor to the Declarant's development interest in the Condominium as referred to in paragraph 18 of this Master Deed) of the final Unit in the final phase of the Condominium.

(viii) Declarant reserves the right to amend the Master Deed and the Condominium Trust at any time and from time to time in a manner required by any Mortgagee of Declarant, provided that no such amendment shall adversely affect the fee ownership of any Unit Owner and his, her or its percentage interest in the Common Areas and Facilities. Any such amendment may be made without the consent of the Unit Owners or the Mortgagees, provided that the Unit Owners and their Mortgagees shall promptly execute a consent to any such amendments at no expense to the Declarant.

(b) Nothing in this Master Deed or in the Condominium Trust shall be construed to require the consent of any Unit Owner to the designation or allocation of limited common areas and facilities or to the granting of an easement by the Organization of Unit Owners.

13. Provisions for the Protection of Mortgagees. Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary, the following provisions shall govern and be applicable insofar and for as long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA), as applicable under laws and regulations applicable thereto and shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

(a) In the event that the Unit Owners shall amend this Master Deeds or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

- (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
- (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

- (iii) sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.
- (b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.
- (c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such unit by such First Mortgagee, except as many otherwise be set forth in the Act.
- (d) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Areas and Facilities of the Condominium, unless at least sixty-seven (67%) percent of the First Mortgagees (based on one (1) vote for each first mortgage owned), and Owners of Units (other than the Declarant, sponsor, developer or builder) have given their prior written approval, the Trustees shall not:
 - (i) by any act or omission, seek to abandon or terminate the Condominium;
 - (ii) change the pro rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities; provided that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to paragraph 17 hereof;
 - (iii) partition or subdivide any Unit; or
 - (iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause and provided further that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to paragraph 17 hereof; or
 - (v) use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities for other than the repair, replacement or reconstruction thereof, except as otherwise provided in Section 5.6. of the

Condominium Trust which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.

- (e) Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.
- (f) In no event shall any provision of this Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such unit and/or the Common Areas and Facilities.
- (g) Upon written request to the Trustees of the Condominium Trust, identifying the name and address of the holder, insurer or governmental guarantor and the Unit number or address, any First Mortgagee or insurer or governmental guarantor of said first mortgage (hereinafter the "Eligible Mortgage Holders" and "Eligible Insurers or Guarantors" as the case may be) will be entitled to timely written notice of:
 - (i) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, as applicable;
 - (ii) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, which remains uncured for a period of sixty (60) days;
 - (iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees of the Condominium Trust;
 - (iv) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in this Paragraph 13.
- (h) To the extent permitted by applicable law, Eligible Mortgage Holders shall also be afforded the following rights:
 - (i) Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications unless other action is approved by Eligible Mortgage Holders holding

mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages.

- (ii) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property must be approved in writing by Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
- (iii) Except as otherwise provided herein, no reallocation of interests in the Common Areas and Facilities resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of Eligible Mortgage Holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least fifty-one (51%) percent of the votes of such remaining Units subject to Eligible Mortgage Holder mortgages.
- (i) Condominium dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Areas and Facilities that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments. In addition, a working capital fund shall be established equal to at least a two (2) months estimated common area charge for each Unit and shall be maintained in a segregated account. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments.
- (j) No agreement for professional management of the Condominium or any other contract with the Declarant, developer, sponsor or builder, or any lease may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.
- (k) The Trustees shall make available to the Unit Owners and lenders, and to holders, insurers or guarantors of any first mortgagee, current copies of the Master Deed, Declaration of Trust, By-Laws, other rules concerning the Condominium and the books, records and financial statements of the Condominium Trust. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.
- (l) Any lease or rental agreement pertaining to a Unit must be in writing and state that it is subject to the requirements of the Master Deed, Condominium Trust, By-Laws and Rules and Regulations of the Condominium. No Unit may be leased or

rented without the prior written consent of the Trustees, which consent shall not be unreasonably withheld.

- (m) Except for amendments to the Condominium documents or termination of the Condominium made as a result of destruction, damage or condemnation as above set forth, provided that nothing herein shall be deemed to prevent phasing of the Condominium as set forth in paragraph 17 hereof:
 - (i) The consent of the Declarant (so long as the Declarant owns any Unit or has the right to add additional phases to the Condominium as provided herein) and Owners of Units to which at least sixty-seven (67%) percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least sixty-seven (67%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to terminate the legal status of the Condominium; and
 - (ii) Except for the amendments to the Master Deed pursuant to paragraph 17 hereof and Special Amendments, the consent of the Owners of Units to which at least sixty-seven (67%) percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to add or amend any material provisions of the Condominium Documents of the Condominium, which establish, provide for, govern or regulate any of the following:
 - Voting;
 - Assessments, assessment liens or subordination of such liens;
 - Reserves for maintenance, repair and replacement of the Common Areas and Facilities (or Units if applicable);
 - Insurance or Fidelity Bonds;
 - Rights to use Common Areas and Facilities;
 - Responsibility for maintenance and repair of the several portions of the Condominium;
 - Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;
 - Boundaries of any Unit;

The interests in the Common Areas and Facilities;

Convertibility of Units into Common Areas or of Common Areas into Units;

Leasing of a Unit;

Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit;

Any provisions which are for the express benefit of mortgage holders, Eligible Mortgage Holders or Eligible Insurers or Guarantors of first mortgages on Units.

Any First Mortgagee which does not deliver or mail to the Trustees of the Condominium Trust a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when recorded at the Middlesex South District Registry of Deeds, shall be conclusive evidence as to the existence or nonexistence of any fact, or to any conditions precedent required for any action taken in connection with this paragraph, and may be relied upon by any person without being required to make independent inquiry.

14. Severability. The invalidity or unenforceability of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

15. Waiver. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

16. Signs. Nothing in this Master Deed shall limit the right of the Owner of Unit One to install signs within Phase One, including without limitation the entrance signs, as long as such signs comply with all legal requirements of the Town of Acton.

17. Declarant's Reserved Rights to Construct and Add Future Phases and Subphases. The Condominium is planned to be developed as a phased condominium, each phase or subphase of which shall include one (1) or more buildings containing one (1) or more Units, amenity buildings, garages or other site improvements. In order to permit and facilitate such development, the Declarant, for itself and all its successors and assigns, hereby expressly reserves the following rights and easements:

- (a) The Declarant shall have the right and easement to construct, erect and install on the Land on which the Condominium is located, in such locations as the Declarant shall in the exercise of his discretion determine to be appropriate or desirable;
 - (i) Additional building(s), each housing one (1) or more Units;
 - (ii) Additional roads, drives, parking spaces, landscaping and areas, walks and paths;
 - (iii) New or additional fences or decorative barriers or enclosures, and other structures of every character;
 - (iv) New or additional conduits, pipes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities; and
 - (v) All and any other buildings, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a phased condominium.

For purposes of such construction, the Declarant shall have all of the rights and easements reserved to it in subparagraph 9(c) hereof.

The phases or subphases which the Declarant wishes to add to the Condominium may be so added at one time by a single amendment to this Master Deed or may be added at different times by multiple amendments to this Master Deed (a "Phasing Amendment"). Upon the recording of an amendment adding any Unit or Units to the Condominium, such Unit or Units shall become part of the Condominium for all purposes, shall be included within the definition of the "Unit" as used in this Master Deed and shall otherwise be subject in all respects to this Master Deed and the Condominium Trust and By-Laws. Each phase may be divided into subphases which subphases may be added to the Condominium by an amendment to the Master Deed. Notwithstanding any assignment of Development Rights, the right to execute and record a Phasing Amendment shall belong solely to the Declarant and not to any assignee.

The Declarant shall retain ownership of the new buildings to be constructed in later phases or subphases and the Units therein until such time as the same are added to the Condominium by an amendment to the Master Deed as such Units are sold and conveyed by the Declarant. The Declarant retains all of the rights and obligations with respect to insurance, casualty losses and condemnation except as hereinafter provided, relating to and the new buildings in later phases or subphases until the same are added to the Condominium by an amendment to the Master Deed. For example, in the case of a casualty affecting an unfinished building, the Declarant (subject to the provisions of Section 5.5.3 of the Trust) rather than the Trustees, shall have the right to adjust, collect and retain insurance proceeds. In the event of a taking the Unit Owners (including the Declarant, to the extent it has not sold any or all of the Units) shall only be entitled to receive a condemnation award to the extent that the taking affects the Units and Buildings included in the Phase(s) which have been added to the Condominium as of the date of the taking; the Declarant shall be entitled to the full amount of the award allocated to the balance of the property and the improvements thereon, including all unfinished Units and Phases.

Ownership of each building, together with the Units forming part thereof and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements shall remain vested in the Declarant; and the Declarant shall have the right to sell and convey the said Units as Units of the Condominium without accounting to any party (other than the Declarant's mortgagees) with respect to the proceeds of such sales.

Except as hereinafter expressly limited the Declarant's reserved rights and easements to construct and add to the Condominium additional Units, together with their designated appurtenant Common Areas, shall be unlimited and assignable.

The following subparagraphs (b) through (i) are set forth to further describe the scope of the Declarant's reserved rights and easements under this paragraph 17:

- (b) Time After Which the Declarant May No Longer Add New Phases or Subphases. The Declarant's reserved rights to amend this Master Deed to add new Units to the Condominium as part of future phases or subphases shall expire upon the first to occur of the following events:
 - (i) The total Residential Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto pursuant to this paragraph 17 reach the maximum limit provided in Paragraph 4A; or
 - (ii) The Declarant shall record with the Middlesex South District Registry of Deeds a statement specifically relinquishing his reserved rights to amend this Master Deed to add new Units to the Condominium; or
 - (iii) Twenty (20) years after the recording of this Master Deed.
- (c) Location of Future Improvements. Subject to the provisions of subparagraph (i) there are no limitations imposed on the location of future buildings, structures, improvements and installations to be constructed, erected or installed on the Land pursuant to the rights reserved to the Declarant under this paragraph 17.
- (d) Size of Phases or Subphases. Subject to the provisions of subparagraph (i) there are no minimum or maximum size limitations on the future phase(s) or subphase(s) to be added to the Condominium. A phase or subphase may consist of any number of buildings containing any numbers of Units and garages, provided, however, that the maximum total number of permitted Residential Units for the entire Condominium as set forth in the immediately following subparagraph (e) is not exceeded.
- (e) Maximum Number of Units Which May be Added by Future Phases. The Declarant may not amend this Master Deed to add more than the number of

Residential Units provided in Paragraph 4A to the Condominium as part of future phases or subphases in addition to Unit One.

- (f) Types of Units Which May be Constructed and Added to the Condominium as Part of Future Phases or Subphases. Subject to the provisions of subparagraph (i) and any applicable zoning approval, the Declarant reserves the right to change the type of construction, architectural design and principal construction materials of future Buildings and any Units therein which are to be added to the Condominium as part of future phases or subphases. Therefore, the Declarant shall not be limited to any specific type of Building or Unit and there shall be no limit (other than that imposed by applicable Federal, State or local law and regulation) on the use, size, layout and design of future Building(s) or the size, layout and design of future Units. Also, the Declarant shall have the right to vary the boundaries of future Unit(s) from those described in subparagraph 5(c) and 5(d) hereof.
- (g) Right to Designate Common Areas and Facilities as Appurtenant to Future Units. Subject to the provisions of subparagraph (i), the Declarant reserves the right to designate certain portions of the Common Areas and Facilities as Common Areas for the exclusive use of the Units to be added to the Condominium as part of future phase(s) or subphases. Such future designated common areas are limited to walkways, fences, steps, patios, yards, parking areas and yard areas. As hereinafter described, each amendment to this Master Deed adding additional phase(s) shall specify the Common Areas appurtenant to the Units in such phase(s) or subphase(s) if such Common Areas are different from those described in paragraph 6 hereof.
- (h) Declarant's Reserved Rights to Construct Future Common Use Facilities in the Common Areas and Facilities. The Declarant, for itself and its successors and assigns, hereby expressly reserves the right and easement to construct, erect and install on the Land in such locations as he shall determine to be appropriate or desirable one (1) or more common use facilities to serve the Condominium, together with all such utility conduits, pipes, wires, poles and other lines, equipment and installations as shall be associated therewith. Such common use facilities may include a sewage treatment plant, parking areas and garages or any other facility for common use by the Unit Owners which the Declarant shall deem necessary or desirable. Upon substantial completion of such common use facility, it shall become part of the Common Areas and Facilities to the Condominium; and the Declarant shall turn it over to the Condominium Trust for management, operation and maintenance and the Condominium Trustees shall accept responsibility for such management, operation and maintenance. Nothing contained in this paragraph 17 (h), however, shall in any way obligate the Declarant to construct, erect or install any such common use facility as part of the Condominium development.

- (i) It is anticipated that the Condominium when completed will consist of multiple Buildings. In any event, the maximum number of Units in the Condominium in all Buildings will not exceed the total of Residential Units provided in Paragraph 4A, in addition to Unit One.

The Declarant shall bear and shall pay all costs and expenses assessed against or otherwise fairly allocable or attributable to the balance of the Condominium premises (Land and improvements thereon, including the additional phases and the buildings thereof and units to be contained therein which from time to time have not been completed and added to the Condominium) and/or to the Declarant's phasing and development rights reserved in this Master Deed, including, without limitation, all costs and expenses of the construction, maintenance and repair, insurance, landscaping and snow removal, utilities, and real estate and personal property taxes, if any, which are fairly allocable to, assessed against, or otherwise relate to phases, areas and facilities not yet added to the Condominium, and including in particular, but without limitation, any of the foregoing which would, if the phases and related areas and facilities in question were at the time included in the Condominium, constitute common area costs and expenses.

The Declarant may add future phase(s) or subphase(s) and Building(s) and any Unit(s) therein to the Condominium by executing and recorded with the Middlesex South District Registry of Deeds amendment(s) to this Master Deed which shall contain the following information:

- (aa) An amended Exhibit B describing the Building(s) being added to the Condominium;
- (bb) An amended Exhibit C describing the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Unit(s) being added to the Condominium, as well as describing any variations in the boundaries of such Units from those boundaries set forth in subparagraphs 5(c) and 5(d) of this Master Deed.
- (cc) If the boundaries of the Unit(s) being added to the Condominium vary from those described in said subparagraphs 5(c) and 5(d), the definition of the Common Areas and Facilities contained in paragraph 6 hereof shall be modified, as necessary, with respect to such Unit(s).
- (dd) An amended Exhibit C setting forth the new percentage ownership interests for all Units in the Common Areas and Facilities of the Condominium and the Residential Factor for all of the Residential Units based upon the addition of the new Unit(s) and the Buildings being added to the Condominium.
- (ee) If any Common Areas designated as appurtenant to the Unit(s) being added to the Condominium vary from any described herein, a description of such variations so as to identify the new or modified Common Areas appurtenant to the new Unit(s).

Such description of the new or modified Common Areas appurtenant to the new Unit(s) shall also include a statement as to whether they are to be maintained by the Condominium Trust or by the Unit Owner of the Unit to which they are appurtenant.

- (ff) A revised site plan of the Condominium showing the new Building(s) and floor plans(s) for the new Units being added to the Condominium, which floor plan(s) shall comply with the requirements of Chapter 183A.

It is expressly understood and agreed that no such amendment(s) adding new phases or subphases to the Condominium shall require the consent (except as in this paragraph 17 already granted) or signature in any manner by any Unit Owner, any person claiming, by through or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) or any other party whatsoever, and the only signature which shall be required on any such amendment is that of the Declarant. Any such amendment, when executed by the Declarant and recorded with the Middlesex South District Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

Each Unit Owner understands and agrees that as additional phase(s) and subphase(s) containing additional Unit(s) are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of his Unit in the Common Areas and Facilities, together with his Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, shall be reduced, since the value of his Unit will represent a smaller proportion of the revised aggregate fair value of all Units in the Condominium. In order to compute each Unit's said percentage ownership interest after the addition of a new phase or subphase, the fair value of the Unit measured as of the date of the filing of the Master Deed shall be divided by the aggregate fair value of all Units (including the new Units being added to the Condominium), also measured as of the date of the Amendment of this Master Deed. The Residential Factor will also be recomputed in a like manner as to the Residential Units. These new percentage interests shall then be set forth in the aforesaid amended Exhibit C which is to accompany each amendment to this Master Deed which adds a new phase to the Condominium.

Every Unit Owner by the acceptance of his deed to this Unit hereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him to the Declarant's reserved rights under this paragraph 17 and expressly agrees to the said alteration of his Unit's appurtenant percentage ownership interest in the Common Areas and Facilities of the Condominium and Residential Factor when new phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this paragraph 17.

In the event that notwithstanding the provisions of this paragraph 17 to the contrary, it shall ever be determined that the signature of any Unit Owner, other than the Declarant, is required on any amendment to this Master Deed which adds new phase(s) or subphase(s) to the

Condominium, then the Declarant shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit Owner; and for this purpose each Unit Owner, by the acceptance of the deed to his Unit, whether such deed be from the Declarant as grantor or from any other party, constitutes and appoints the Declarant as his attorney-in-fact. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium.

18. Definition of "Declarant"; For purposes of this Master Deed, the Condominium Trust and the By-Laws, "Declarant" shall mean and refer to said Quail Ridge Country Club LLC which has executed, delivered and recorded this Master Deed, and to all successors and assigns of said Quail Ridge Country Club LLC.

18A. Assignment of Unit Development Rights. The Declarant may assign the Declarant's reserved rights to construct and add future phases and subphases as described in paragraph 17. Such reserved rights to construct and add phases and subphases are referred to as "Unit Development Rights". A Unit Development Right is the right to construct a residential unit in a building or buildings on a phase or subphase and to add said building or buildings and phase or subphase to the Condominium in the manner set forth in paragraph 17 of this Master Deed. Unit Development Rights shall be deemed to be an interest in real estate, and shall be subject to this Master Deed including without limitation the terms of paragraph 17. The Declarant has the right and easement to grant mortgages on phases and subphases to be created. Any assignee of Unit Development Rights has the right and easement to grant mortgages on the Unit Development Rights. The Declarant, Quail Ridge Country Club LLC, shall, notwithstanding any assignment of Unit Development Rights, retain the sole right to execute and record Phasing Amendments as described in paragraph 17 of this Master Deed

18B. Removal of portions of the Land. In the event the Condominium is terminated or the Land is removed from condominium status as a result of a casualty or for any other reason prior to the earlier to occur of the date on which the final phase has been added to the Condominium or the expiration of the period during which additional phases may be added to the Condominium, then title to the portion of the Land which at such time is subject to the Condominium Phasing Lease described in Exhibit A attached hereto shall automatically revert to the Declarant free and clear of any rights or claims of the Trustees or any Unit Owners (or their mortgagees) and without any requirement that the Declarant make any payment to the Trustees or any Unit Owner (or their mortgagees), it being agreed that the Trustees and Unit Owners shall execute and deliver all such instruments and documents as the Declarant may reasonably require from time to time in order to evidence and/or confirm such reversion of title or in connection with any required subdivision of such portion of the Land from the balance of the Land; provided, however, that if the Declarant shall so elect in a notice given to the Trustees not later than 120 days after the date of termination of the Condominium or removal of the Land from condominium status, then, in lieu of such reversion of title, the Declarant shall be entitled to receive, prior to the Trustees or any Unit Owner (or their mortgagees) being entitled to receive any proceeds from the termination of the Condominium or removal of the Land from condominium status (including, without limitation, the proceeds of any partition or other sale), all such proceeds to the extent of the fair market value at such time of (a) the Declarant's right to

construct and add additional buildings and improvements to the Condominium as additional phases (calculated by determining the profits which the Declarant would have earned, but for such termination or removal, in connection with the development of such additional phases) and (b) the fair market value of all buildings and improvements on the Land which have not been added to the Condominium.

19. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

20. Governing Law. This Master Deed, the Condominium Trust, and By-Laws and the Condominium created and regulated thereby, shall be governed in all respects by Chapter 183A as it is in force as of the date of the recording of this Master Deed. Provided, however, a subsequent amendment of, revision to or substitution for Chapter 183A shall apply to this Master Deed, the Condominium Trust and By-Laws and the Condominium in the following cases:

- (a) Such amendment, revision or substitution is by its terms made mandatory on existing Condominiums; or
- (b) To the extent permitted by applicable law, the Unit Owners by a written instrument signed by Owners of Units holding at least sixty-seven (67%) percent of the total voting power of the Unit Owners, as said voting power is defined in Section 4.3. of the Condominium Trust, may elect to have such amendment, revision or substitution apply. Such instrument setting forth this election, or a notice of it signed by a majority of the Condominium Trustees, which notice shall be accompanied by a certification that the consent of the Unit Owners required for it has been obtained, shall be recorded with the Middlesex South District Registry of Deeds prior to its becoming effective. Such instrument or notice, as so executed and recorded shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity thereof in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such instrument or notice is not valid. Notwithstanding the foregoing provisions of this paragraph 20 to the contrary, the Unit Owners may not elect to have such amendment, revision or substitution apply, without first obtaining the written consent of the Declarant, which consent shall be recorded with the instrument setting forth the election with the Middlesex South District Registry of Deeds, if any such amendment, revision or substitution would adversely affect the Declarant's right and ability to develop and/or market the Condominium, including all its possible future phase(s).

21. Miscellaneous. Notwithstanding anything herein or in the Declaration of Trust contained to the contrary, (but subject to any greater requirements imposed by Chapter 183A) Declarant reserves the right and power to file a special amendment ("Special Amendment") to this Master Deed or the Declaration of Trust at any time and from time to time which amends this Master Deed or the Declaration of Trust (i) to comply with requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other

governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to take, purchase, sell, insure, or guarantee first mortgages covering Unit ownership (iii) to bring this Master Deed or the Declaration of Trust into compliance with Chapter 183A (iv) to correct clerical, typographical or other errors or inconsistencies in this Master Deed or any exhibit thereto or any supplement or amendment thereto or the Declaration of Trust.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make or consent to any such Special Amendment(s) on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit shall constitute and be deemed to be and the acceptance of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and file Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this paragraph shall terminate at such time as the Declarant no longer holds or controls title to a Unit and no longer has the right to add additional phases to the Condominium.

22. Matters relating to the Town of Acton. The Declarant reserves, at its sole discretion, the right to enter into agreements with the Town of Acton, its Conservation Commission and other boards in connection with the Condominium and generally to take all actions required by the Town of Acton, or any other governmental authority.

23. Non-Interference. Owners of Residential Units, by their acceptance of unit deeds, covenant that the neither they nor anyone claiming by, through or under them shall ever interfere with or obstruct any of the rights or easements of the owner of the Golf Unit or its invitees, employees, agents or contractors involving Phase One, Unit One, the Sewage Treatment Facility, or any roads in the Condominium.

[Signature page to follow]

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IN WITNESS WHEREOF, the said Quail Ridge Country Club LLC has caused these presents to be executed this _____ day of _____, 2007.

QUAIL RIDGE COUNTRY CLUB LLC

By: _____
Manager

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this ____ day of _____, 2007, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was personally known to me to have the identity claimed, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Member and Authorized Signatory of Quail Ridge Country Club LLC, a Massachusetts limited liability company.

Notary Public
My Commission Expires:

EXHIBIT A
TO MASTER DEED

THE RESIDENCES AT QUAIL RIDGE CONDOMINIUM

The land, together with the buildings thereon, in Acton, Middlesex County, Massachusetts, being more particularly described as follows:

Parcel One:

The land with the buildings thereon located on the southwesterly side of Great Road, Acton, Middlesex County, Massachusetts, being shown as Parcel B on a plan entitled "Skyline Drive Definitive Subdivision, Acton, Massachusetts". Lot Layout Plan prepared for Quail Ridge County Club, LLC dated April 14, 2003, revised June 18, 2003, by Stamski and McNary, Inc., recorded with the Middlesex South District Registry of Deeds as Plan No. 643 of 2003, to which plan reference is made for a more particular description.

Parcel B contains 139.8978± acres according to said plan.

For title to Parcel One, see deed dated July 15, 2003, recorded with said Deeds in Book 40020, Page 72. See also Confirmatory Deed dated September 18, 2003, recorded with said Deeds in Book 40979, Page 44.

Parcel Two:

A certain parcel of land located in Acton, Middlesex County, Massachusetts consisting of approximately 3.75 acres (the "Premises"), bounded and described as follows:

Beginning at the Southeasterly corner of the Premises at a stone bound in the middle of the concord Water Works right of way, thence running north 9 degrees 26' West 124.7 feet to a corner of land formerly of Ruth Robbins; thence turning and running South 85 degrees 14' West 163.4 feet to a stake; thence turning and running North 3 degrees 0' West 269.3 feet by land of Thomas F. McCarthy heirs; thence running North 19 degrees 1' West 16 feet; thence running North 40 degrees 42' West 29.2 feet; thence running North 29 degrees 12 West 83.4 feet to a stake, the last three courses being by said land of Thomas F. McCarthy heirs; thence turning and running South 78 degrees 9' West 325.6 feet to a stake by other land of Nelson H. Tenney; thence turning and running by said Tenney land South 11 degrees 51' East 531.5 feet to a stake; thence turning and running by said Tenney land North 78 degrees 9' East 481.5 feet to the point of beginning.

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Said Premises are shown on Plan Number 526 of 1932, entitled "Plan of Land in Acton Mass" date June 1932 by Leonard C. Robinson, Engineer and recorded September 28, 1932 in Book 5676, Page 332 in the Middlesex South District Registry of Deeds.

For title to Parcel Two, see deed dated July 15, 2003, recorded with said Deeds in Book 40020, Page 72. See also Confirmatory Deed dated September 18, 2003, recorded with said Deeds in Book 40979, Page 44.

Parcel Three: (Registered Parcel)

A certain parcel of land in Acton, Middlesex County, Massachusetts bounded and described as follows:

Northerly by land now or formerly of Ruth Robins, two hundred and twenty-two feet;

Northeasterly by said Robbins land and land now or formerly of Stella D. Smith, nine hundred and fifty-two feet; and

Northerly, fifty-eight feet, and
Southeasterly, one hundred eighty-two and 50/100 feet by said Smith land;

Westerly, forty-three feet,
Southwesterly, four hundred and ninety feet, and
Southerly, three hundred and eighty-two feet, by land now or formerly of Mary S. Munro; and

Westerly by land now or formerly of Moses Taylor, three hundred and six feet.

All of said boundaries are determined by the Court to be located as shown on a plan, as approved by the court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 18, Page 565, with Certificate 3179.

For title to Parcel Three, see Certificate of Title No. 228254, filed in the Registry of Deeds for the South Registry District of Middlesex County in Book 1271, Page 104.

Parcel Four:

The land in Acton, Middlesex County, Massachusetts, containing 11.5 acres of land, bounded as follows:

Beginning at a corner of a wall, being the Northeast corner of the Premises at land of said Taylor;

Thence Westerly on land of said Taylor to a corner of a wall at the wood pasture, so called;

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Thence Southerly on said wood pasture and land of Simon Tuttle to a stake and stones in the swamp;

Thence Easterly on land of Luther Conant and Horace Tuttle to a stake and stone by the walls at the Muiler lot so called;

Thence Northerly on said Muiler lot as the wall now stands to a corner of a wall being the first bound.

For title to Parcel Four, see deed from the Town of Acton recorded with the Middlesex South District Registry of Deeds in Book 42294, Page 177.

Said Parcels are conveyed with the right to use Skyline Drive as shown on the plan entitled "Skyline Drive Definitive Subdivision, Acton, Massachusetts". Lot Layout Plan prepared for Quail Ridge County Club, LLC dated April 14, 2003, revised June 18, 2003, by Stamski and McNary, Inc., recorded with the Middlesex South District Registry of Deeds as Plan No. 643 of 2003, for all purposes for which streets and ways are now or may hereafter be used in the Town of Acton, including, without limitation, access on foot and motor vehicle, and installing, maintaining, and replacing any and all utilities needed to service said Parcels.

EXHIBIT B

TO MASTER DEED

THE RESIDENCES AT QUAIL RIDGE CONDOMINIUM

It is anticipated that the Condominium will be developed in multiple phases or subphases (provided the number of Units shall not exceed the maximum allowed in the Master Deed). Phase One of the Condominium, as shown on the site plan, consists of the Golf Unit ("Unit One").

There is appurtenant to Unit One all of the land in Phase One as exclusive use area and as a golf course and related recreational purposes.

EXHIBIT C

Incorporated by reference into and made a part of the Master Deed of The Residences at Quail Ridge Condominium, Acton, Middlesex County, Massachusetts.

DESCRIPTION OF UNITS

The unit designation of each unit, a statement of its location, , number of rooms, immediate common area to which it has access, approximate area and its percentage interest in the Common Areas and Facilities of the Condominium are as set forth in this Exhibit C:

<u>Unit Number</u>	<u>Location</u>	<u>Number of Rooms</u>	<u>Immediate Common Area to Which Unit Has Access</u>	<u>Approximate Area in Square Feet</u>	<u>Percentage Interest in Common Areas and Facilities</u>	<u>Residential Factor</u>
One	As shown on the Site Plan	One	Land of the Condominium	165	100%	0%

EXHIBIT D

TO THE MASTER DEED

THE RESIDENCES AT QUAIL RIDGE CONDOMINIUM

AGE RESTRICTION UNITS AND POLICY TO ENSURE
ADHERENCE WITH RESTRICTION

The Residences at Quail Ridge Condominium has been created with the purpose of creating a community whereby certain Age Restricted Units, as specified in Section 8(b) hereof, shall be owned and occupied by "Qualified Individuals". In order to maintain this purpose and in order to comply with the Housing for Older Persons Act of 1995, the following restrictions, regulations and policies shall apply to such Units:

1. All Qualified Individuals shall be required to provide to the Trustees and/or Declarant evidence of complying with the age restriction. To that end, the Trustees and/or the Declarant shall have the authority to conduct an age verification of the Qualified Individual and any and all occupants of each unit from time to time.

2. The verification shall be in a form adopted by the Trustees. The verification may contain requests for information including, but not limited to, the following in order to prove age verification:

- (a) Date of birth for any occupant.
- (b) Dates of birth for each Qualified Individual with back-up information.
- (c) Copies of (i) Driver's License; (ii) Birth Certificate; (iii) passport; (iv) immigration card; (v) military affidavit or (vi) any other state, local, national or international official documents containing a birth date of comparable reliability is required for each occupant and each Qualified Individual.
- (d) The date the occupants first began to reside in the dwelling.
- (e) The identity and location of the specific dwelling.
- (f) The signatures of the occupants for additional verification of the accuracy of the verification information.

3. The initial form of verification is attached hereto as Exhibit D-1, however may be modified from time to time by the Trustees and/or Declarant. No person shall occupy a unit at the condominium without obtaining prior written approval from the Trustees.

4. The Trustees may rescind approval for occupancy if they determine that any information provided to the Trustees by the occupants and/or Qualified Individual was false or inaccurate.

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5. Violation of Section 8(B) shall be considered to constitute irreparable harm to the Trustees, Trust and other owners and residents and therefore, the Trustees and any Unit Owner shall be entitled to obtain injunctive relief from a Court of competent jurisdiction for any such violation.

6. If any Qualified Individual and/or occupant violates these rules and regulations or any other provision of the Master Deed and Trust, said Qualified Individuals and/or occupants shall be subject to a fine of \$50.00 per violation and shall be responsible for all costs, fines and attorneys' fees incurred related to enforcing the restriction. Each day of a violation shall constitute a new violation. Said fines, costs and attorneys' fees shall constitute a lien against the unit as provided for in Massachusetts General Laws Chapter 183A.

7. The Trustees shall have the power to enforce any violations of the age restriction by Court action or otherwise against the Qualified Individual and/or occupants and all costs incurred in said action, including but not limited to, reasonably attorney's fees and costs shall be the responsibility of the unit owners and shall constitute a lien against the unit as provided for in Massachusetts General Laws Chapter 183A.

8. Subject to compliance with the Housing for Older Persons Act of 1995 and any other governmental regulation in effect as of the date of recording of this Master Deed, Declarant of Trust, the Trustees, may in their sole discretion and only for good reason shown, may allow a unit to be occupied by an occupant who isn't an adult and/or despite the fact that no occupant is over 55 years of age.

9. In the event of the death of a Qualified Individual, one may inherit the unit but may occupy the unit if all occupants are adults and the person inheriting the unit must comply with the age restriction requirements within twelve (12) months of the inheritance becoming final.

10. Every sale, resale, or other conveyance of such Age Restricted Units shall be to Qualified Individuals.

11. A Spouse or Children of a Qualified Individual, despite being under the age of 55, may reside in any such Age Restricted Unit.

12. Overnight guests who are under 55 years of age shall be allowed for reasonable visitation periods not to exceed four (4) weeks in duration and not to exceed two (2) months per year.

13. Any lease or rental, allowable under the Master Deed, shall be to a Qualified Individual.

14. The Trustees may establish additional requirements to preserve the community as intended and to ensure compliance with the Housing for Older Persons Act of 1995 and

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Massachusetts General Laws Chapter 151B and any regulation promulgated pursuant to either law.

THE RESIDENCES AT QUAIL RIDGE CONDOMINIUM
EXHIBIT D-1
AGE REQUIREMENT VERIFICATION

Unit #:

Address:

Telephone Number:

Name of Qualified Individual:

Date of Birth of Qualified Individual:

Social Security Number of Qualified Individual:

Names of All Proposed Occupants:

Dates of Birth of Each Proposed Occupant:

Social Security Numbers of all Proposed Occupants:

A Copy of either a (i) Driver's License; (ii) Birth Certificate; (iii) passport; (iv) immigration card; (v) military affidavit or (vi) any other state, local, national or international official documents containing a birth date of comparable reliability is required to be attached hereto for Qualified Individual and all Proposed Occupants.

Proposed Occupancy Date:

I/we, the undersigned, being the proposed Qualified Individual and Occupants of the above-captioned Unit, hereby certify that we have read the condominium documents and the rules and regulations and agree to be bound by the terms thereof.

[signatures on following page]

Executed under seal this _____ day of _____, 2007.

Signature-
Qualified Individual

Print Name: _____

Signature-
Proposed Occupant

Print Name: _____

3.6.1 Affordable Senior Residence Documentation-
Written Statement

QUAIL RIDGE COUNTRY CLUB, LLC
354B GREAT ROAD
SKYLINE DRIVE
ACTON, MASSACHUSETTS 01720

July 17, 2007

Planning Board
Town of Acton
472 Main Street
Acton, MA 01720

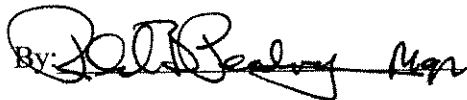
Re: The Residence at Quail Ridge, Application for a Senior Residence Special Permit

Ladies and Gentlemen:

In connection with the above-noted Application, specifically Section 3.6.1 of the Town of Acton Senior Residence Special Permit Rules and Regulations, and as further required in Section 9.B.12.2 of the Town of Acton Zoning Bylaw, please be advised that 5% (9 units) of the 177 total units proposed will be affordable and restricted in the Condominium Documents and Regulatory Agreement (and accompanying Deed Rider) governing said units.

The affordable units will be marketed in conjunction with the efforts of the Acton Community Housing Corporation and with a local preference as required in Section 9.B.12.7 of the Town of Acton Zoning Bylaw.

Quail Ridge Country Club LLC

By: 

Authorized Signatory

3.6.2 Restrictive Documents-
Regulatory Agreement

REGULATORY AGREEMENT

This Regulatory Agreement (this "Agreement") is made this _____ day of _____, 2007 by and between Quail Ridge Country Club, LLC, a Massachusetts Limited Liability Company, having an address at 354B Great Road, Skyline Drive, Acton, Massachusetts 01720 ("Developer"), and the Town of Acton, acting by and through its Board of Selectmen, having an address of 472 Main Street, Acton, MA 01720 (the "Municipality").

BACKGROUND:

A. The Developer intends to construct a _____ () Unit condominium development on a 165 +/- acre site off of Skyline Drive in Acton, Massachusetts, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

B. The Developer has received a Senior Residence Special Permit (the "Special Permit") from the Planning Board for the Municipality under Section 9B of the Town of Acton Zoning By-Law, which permit is recorded at the Middlesex South District Registry of Deeds in Book _____, Page _____.

C. The Special Permit has specified that _____ () condominium units, will be affordable units (the "Affordable Units") which will be subject to this Regulatory Agreement to restrict the sale of the Affordable Units to individuals who are over fifty-five (55) years of age and are moderate income first time home buyers, or otherwise qualify under the LIP Elderly Exception Program.

D. Pursuant to the terms of this Regulatory Agreement, _____ () of the Affordable Units will be sold to households earning no more than eighty percent (80%) of the median income of two-person households in the Boston PMSA (Primary Metropolitan Statistical Area), (the "Base Income") as published from time to time by the Department of Housing and Community Development or its successor agency ("DHCD").

E. Pursuant to the requirements of the Special Permit and this Regulatory Agreement, local preference shall be given for the sale and resale of the Affordable Units, in accordance with Section 9B.12.7. of the Town of Acton Zoning Bylaw, or as the Acton Community Housing Corporation may further define, from time to time.

F. Pursuant to the requirements of the Special Permit and this Regulatory Agreement, the Developer has agreed to retain the Town of Acton (the "Monitoring Agent") to perform monitoring and enforcement services regarding compliance of the Project with the Affordability Requirement.

NOW THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer, the Bank and the Municipality hereby agree to the following:

1. This Regulatory Agreement affects and encumbers only the Affordable Units being Units numbered _____ of the The Residences at Quail Ridge Condominium.

Unit Distribution. The distribution of the Affordable Units by Unit size shall be as set forth below:

Initial Certified Sales Price

Unit(s):

\$

2. The Initial Certified Sale Price of an Affordable Unit, and the Certified Sale Price of an Affordable Unit, shall be the price that is established by using the following assumptions and calculations:

- Assume the buyer earns a maximum of 80% of the United States Department of Housing and Urban Development ("HUD") Boston metropolitan statistical area median income for a three (3) person household.
- Assume a 5% down payment.
- Assume the buyer will use conventional mortgage financing at prevailing market interest rates for a 30-year fixed rate loan.
- The buyer's total monthly housing payment should not exceed 30% of the amount equal to 80% of the HUD area median income, as defined above.
- The total monthly payment is comprised of principal, interest, real estate taxes, insurance, mortgage insurance, and condominium fee.

The Certified Sales Price shall be determined by the Monitoring Agent.

3. Affordability. Except as provided in the affordable housing restriction set forth in the Deed Rider, the Affordable Units shall be sold to households earning no more than the Base Income, as defined herein.

4. Deed Rider. At the time of sale of the Affordable Units by the Developer, the Developer shall execute and shall, as a condition of sale, cause the purchasers of the Affordable Units to execute an affordable housing restriction substantially in the form of Exhibit C attached hereto and made a part hereof (each a "Deed Rider"). Each Deed Rider shall require the Unit owner at the time he/she desires to sell the Affordable Unit to notify the Monitoring Agent of the discounted purchase price based on an appraisal ordered by the seller and more particularly described in the Deed Rider. The owner of the Affordable Unit must thereafter offer the Unit to the Municipality which may or may not exercise its right-of-first refusal or find an eligible purchaser to purchase the Affordable Unit, and if not, the seller must find a purchaser who meets the income guidelines.

If the Affordable Unit owner is unable to find an eligible purchaser within a one hundred and eighty (180) day period from the date the Affordable Unit was put on the market, as determined by the date of the first advertisement for sale, or the date an agreement was signed with a listing broker to market the Affordable Unit, the seller can sell the Affordable Unit to any person, regardless of his/her income at the present fair market value of the property, free of any future resale restrictions, provided that the difference between the actual resale price and the discounted purchase price calculated by application of the discount rate to the market appraised value at the time of sale shall be paid to the Municipality for deposit in an affordable housing fund to be used by the Municipality to support other affordable housing within the Municipality.

The Deed Rider requires the Affordable Unit owner and any purchaser to execute at the time of resale a similar Deed Rider which shall be attached to and made a part of the deed from the owner to the purchaser, so that the affordability of each Affordable Unit will be preserved each time that subsequent resale of the Affordable Unit occurs during the period of affordability specified in this Agreement.

5. Affirmative Marketing. The Developer shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, national origin or any other basis prohibited by law in the selection of the buyers for the Affordable Units. The Developer shall affirmatively market the Affordable Units to minority households through direct outreach efforts to local churches, social service and civic organizations as well as local and area-wide newsprint media where minority households are most likely to be contacted. This outreach effort must continue for a period of at least 60 days prior to the selection of buyers for the Affordable Units. The Developer agrees to maintain for at least three (3) years following the sale of the Affordable Units, a record of all newspaper ads, outreach letters translations, leaflets and any other outreach efforts that may be inspected by the Monitoring Agent or the Municipality.

6. Recording. Upon execution hereof, the Developer shall immediately cause this Agreement to be recorded with the Registry of Deeds for the County where the Project is located and/or, if the Project consists in whole or in part of registered land, to be filed with the Registry District of the Land Court for the County where the Project is located. Upon recording and/or filing as applicable, the Developer shall immediately transmit to the Bank and the Monitoring Agent evidence of such recording and/or filing.

7. Representations. The Developer hereby represents, covenants and warrants as follows:

- a) The Developer (i) is a limited liability company duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own properties and assets and to carry on its business as now being conducted, and (iii) has full legal right, power and authority to execute and deliver this Agreement.
- b) The execution and performance of this Agreement by the Developer (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note or other instrument to which the Developer is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.
- c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the Project free and clear of any lien or encumbrance, subject to the encumbrances created pursuant to this Agreement, any loan documents relating to the Project, or other permitted encumbrances.

8. Governing Law/Amendments/Severability. The laws of the Commonwealth of Massachusetts shall govern this Agreement. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

9. Monitoring Agent. The Town has designated the Acton Community Housing Corporation as the Monitoring Agent for purposes of monitoring Developer's performance hereunder. All notices and reports required to be submitted hereunder shall be submitted directly to the Monitoring Agent. The Monitoring Agent shall have authority to act in all matters relating to this Agreement.

10. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

Developer:

Quail Ridge Country Club, LLC
354B Great Road, Skyline Drive
Acton, MA 01720

Monitoring Agent and Municipality:

Town of Acton
Board of Selectmen or their designee Acton Community Housing Corporation
Town Hall - 472 Main Street
Acton, MA 01720

11. Term. The term of this Agreement shall be commensurate with the term of the Deed Rider attached as Exhibit C and this Agreement shall expire on the date on which there are no longer any Deed Riders encumbering any of the Affordable Units described herein.

12. Successors and Assigns. The Developer intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Developer's successors in title, (ii) are not merely personal covenants of the Developer, and (iii) shall bind the Developer, its successors and assigns for the term of the Agreement. Developer hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

13. Default. If any default, violation, or breach by the Developer hereunder is not cured to the satisfaction of the Monitoring Agent within ninety (90) days after notice to the Developer thereof, then the Monitoring Agent may exercise any legal remedy available to it.

14. Mortgagee Consent. The Developer represents and warrants that it has obtained the consent or subordination of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed a consent or subordination to this Agreement.

15. Responsibility of Monitoring Agent. The Monitoring Agent shall not be held liable for any action taken or omitted under this Agreement so long as it shall have acted in good faith and without gross negligence.

16. Indemnity. The Developer agrees to indemnify and hold harmless the Monitoring Agent against all damages, costs and liabilities, including reasonable attorney's fees, asserted against the Monitoring Agent by reason of its relationship to the Project under this Agreement and not involving the Monitoring Agent acting in bad faith and with gross negligence.

17. Amendments. This Agreement shall not be amended without written consent of the Monitoring Agent.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as a sealed instrument as of the date first above written.

DEVELOPER:
QUAIL RIDGE COUNTRY CLUB, LLC

By: _____
Authorized Signatory

MONITORING AGENT AND MUNICIPALITY:

The Town of Acton
Board of Selectmen

By: _____
its Chairman

Acton Community Housing Corporation

By: _____
its Chairman

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 2007

On this _____ day of _____, 2007, before me, the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification, which were personal knowledge of identity, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as a _____ and Authorized Signatory of Quail Ridge Country Club, LLC, a Massachusetts limited liability company.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 2007

On this _____ day of _____, 2007, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Chairman of the Board of Selectmen of the Town of Acton.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 2007

On this _____ day of _____, 2007, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Chairman of the Acton Community Housing Corporation.

Notary Public
My Commission Expires:

CONSENT AND SUBORDINATION

_____, holder of a Mortgage and Security Agreement from Quail Ridge Country Club, LLC to it, dated _____, recorded with the Middlesex South District Registry of Deeds as Instrument No. _____ of, in Book _____, Page _____, a Collateral Assignment of Licenses and Permits, recorded with said Deeds as Instrument No. _____, in Book _____, Page _____, a Collateral Assignment of Leases and Rents, recorded with said Deeds as, in Book _____, Page _____, and a Uniform Commercial Code Financing Statement, recorded with said Deeds as, in Book _____, Page _____ (Said Mortgage and Security Agreement, Collateral Assignment of Licenses and Permits, Collateral Assignment of Leases and Rents and Uniform Commercial Code Financing Statement are hereinafter individually and collectively referred to as the "Mortgage"), hereby subordinates the Mortgage to that certain Regulatory Agreement by and between The Town of Acton and Quail Ridge Country Club, LLC, dated _____, 2007, and consents to the recording thereof.

IN WITNESS WHEREOF, the said _____, has executed and delivered this Subordination and Consent in its name and behalf by _____ its duly authorized, this _____ day of _____, 2007.

By: _____

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. ,

On this _____ day of _____, 2007, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

EXHIBIT "A"

The land, together with the buildings thereon, in Acton, Middlesex County, Massachusetts, being more particularly described as follows:

Parcel One:

The land with the buildings thereon located on the southwesterly side of Great Road, Acton, Middlesex County, Massachusetts, being shown as Parcel B on a plan entitled "Skyline Drive Definitive Subdivision, Acton, Massachusetts". Lot Layout Plan prepared for Quail Ridge County Club, LLC dated April 14, 2003, revised June 18, 2003, by Stamski and McNary, Inc., recorded with the Middlesex South District Registry of Deeds as Plan No. 643 of 2003, to which plan reference is made for a more particular description.

Parcel B contains 139.8978± acres according to said plan.

For title to Parcel One, see deed dated July 15, 2003, recorded with said Deeds in Book 40020, Page 72. See also Confirmatory Deed dated September 18, 2003, recorded with said Deeds in Book 40979, Page 44.

Parcel Two:

A certain parcel of land located in Acton, Middlesex County, Massachusetts consisting of approximately 3.75 acres (the "Premises"), bounded and described as follows:

Beginning at the Southeasterly corner of the Premises at a stone bound in the middle of the concord Water Works right of way, thence running north 9 degrees 26' West 124.7 feet to a corner of land formerly of Ruth Robbins; thence turning and running South 85 degrees 14' West 163.4 feet to a stake; thence turning and running North 3 degrees 0' West 269.3 feet by land of Thomas F. McCarthy heirs; thence running North 19 degrees 1' West 16 feet; thence running North 40 degrees 42' West 29.2 feet; thence running North 29 degrees 12 West 83.4 feet to a stake, the last three courses being by said land of Thomas F. McCarthy heirs; thence turning and running South 78 degrees 9' West 325.6 feet to a stake by other land of Nelson H. Tenney; thence turning and running by said Tenney land South 11 degrees 51' East 531.5 feet to a stake; thence turning and running by said Tenney land North 78 degrees 9' East 481.5 feet to the point of beginning.

Said Premises are shown on Plan Number 526 of 1932, entitled "Plan of Land in Acton Mass" date June 1932 by Leonard C. Robinson, Engineer and recorded September 28, 1932 in Book 5676, Page 332 in the Middlesex South District Registry of Deeds.

For title to Parcel Two, see deed dated July 15, 2003, recorded with said Deeds in Book 40020, Page 72. See also Confirmatory Deed dated September 18, 2003, recorded with said Deeds in Book 40979, Page 44.

Parcel Three: (Registered Parcel)

A certain parcel of land in Acton, Middlesex County, Massachusetts bounded and described as follows:

Northerly by land now or formerly of Ruth Robins, two hundred and twenty-two feet;

Northeasterly by said Robbins land and land now or formerly of Stella D. Smith, nine hundred and fifty-two feet; and

Northerly, fifty-eight feet, and
Southeasterly, one hundred eighty-two and 50/100 feet by said Smith land;

Westerly, forty-three feet,
Southwesterly, four hundred and ninety feet, and
Southerly, three hundred and eighty-two feet, by land now or formerly of Mary S. Munro; and

Westerly by land now or formerly of Moses Taylor, three hundred and six feet.

All of said boundaries are determined by the Court to be located as shown on a plan, as approved by the court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 18, Page 565, with Certificate 3179.

For title to Parcel Three, see Certificate of Title No. 228254, filed in the Registry of Deeds for the South Registry District of Middlesex County in Book 1271, Page 104.

Parcel Four:

The land in Acton, Middlesex County, Massachusetts, containing 11.5 acres of land, bounded as follows:

Beginning at a corner of a wall, being the Northeast corner of the Premises at land of said Taylor;

Thence Westerly on land of said Taylor to a corner of a wall at the wood pasture, so called;

Thence Southerly on said wood pasture and land of Simon Tuttle to a stake and stones in the swamp;

Thence Easterly on land of Luther Conant and Horace Tuttle to a stake and stone by the walls at the Muiler lot so called;

Thence Northerly on said Muiler lot as the wall now stands to a corner of a wall being the first bound.

For title to Parcel Four, see deed from the Town of Acton recorded with the Middlesex South District Registry of Deeds in Book 42294, Page 177.

Said Parcels are conveyed with the right to use Skyline Drive as shown on the plan entitled "Skyline Drive Definitive Subdivision, Acton, Massachusetts". Lot Layout Plan prepared for Quail Ridge County Club, LLC dated April 14, 2003, revised June 18, 2003, by Stamski and McNary, Inc., recorded with the Middlesex South District Registry of Deeds as Plan No. 643 of 2003, for all purposes for which streets and ways are now or may hereafter be used in the Town of Acton, including, without limitation, access on foot and motor vehicle, and installing, maintaining, and replacing any and all utilities needed to service said Parcels.

EXHIBIT "B"

MONITORING SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2007 by and between Quail Ridge Country Club, LLC, a Massachusetts Limited Liability Company, having an address at 354B Great Road, Skyline Drive, Acton, Massachusetts 01720 ("Developer"), and the TOWN OF ACTON with an address at Town Hall, 472 Main Street, Acton, MA 01720 ("Monitoring Agent").

Background

A. The Town of Acton Planning Board ("Municipality"), has granted a Senior Residence Special Permit ("Special Permit"), for a project containing _____ () condominium units off of Skyline Drive in Acton, Massachusetts ("Project") and the Project is subject to a Regulatory Agreement dated _____, 2007 (the "Regulatory Agreement") between the Municipality and the Developer.

B. Pursuant to the Special Permit and the Regulatory Agreement, _____ () units in the Project will be affordable units (the "Affordable Units"). _____ () of the Affordable Units are required to be sold to households whose incomes do not exceed 80% of the median income of three-person households in the Boston Primary Metropolitan Statistical Area; (the "Base Income") as published from time to time by the Department of Housing and Community Development or its successor agency ("DHCD"). In addition, the Affordable Units will be subject to deed riders governing resale (the "Affordability Requirement") in perpetuity or (if a perpetual restriction is not legally permissible) for a period ending Ninety-nine (99) years from the date hereof.

C. Pursuant to requirements of the Regulatory Agreement, the Developer has agreed to retain the Monitoring Agent to perform monitoring and enforcement services regarding compliance of the Project with the Affordability Requirement.

Agreement

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Monitoring Services. Monitoring Agent shall monitor the compliance of the Project with the Affordability Requirements, including:
 - (i) Review of the substantive compliance of the Project with the Affordability Requirement.
 - (ii) Review of income certifications, deeds and deed riders with respect to initial sales of Affordable Units.
 - (iii) Certification to the owners of Affordable Units as to the maximum sales price that a household having the Base Income (as defined in the Regulatory Agreement) can pay for an Affordable Unit.
 - (iv) Monitoring of resales of Affordable Units for compliance with the terms of the applicable deed riders and issuance of certifications, as appropriate, approving resales and the payment of recapture amounts.
 - (v) Monitoring of local preference criteria for the sale and resale of the Affordable Units, in accordance with Section 9B.12.7. of the Town of Acton Zoning Bylaw, or as the Acton Community Housing Corporation may further define, from time to time.

The Monitoring Agent shall provide reasonable supplemental monitoring on its own initiative in order to ensure to the extent practicable the compliance of the Project and the Developer with the Affordability Requirement. The services hereunder shall include follow-up discussions with the Developer, if appropriate, after an event of noncompliance.

2. Monitoring Services Fee. The Monitoring Agent shall receive a fee of Five Hundred (\$500.00) Dollars from the Developer at the time of execution of this Agreement. Such fee shall constitute payment for the services of the Monitoring Agent with respect to the initial sales of the Affordable Units. Thereafter, as provided in the deed rider attached to the deed of each Affordable Unit, the Monitoring Agent shall receive a fee of three (3.00%) percent of the Maximum Resale Price, to be paid by each Seller of the Affordable Unit at each closing as a condition precedent to closing, for the services with respect to monitoring the sales transaction as provided in this Agreement.

If the Monitoring Agent's fee is not paid at the time of closing, the Monitoring Agent shall be entitled to payment from the purchaser of the Affordable Unit and to bring an action and seek an attachment of the interest of the purchaser in the Affordable Unit.

3. Enforcement Services. In the event of serious or repeated violations of the substantive or reporting requirements of the Regulatory Agreement or a failure by the Developer to take appropriate actions to cure a default under the Regulatory Agreement, the Monitoring Agent shall have the right, at its discretion, to take appropriate enforcement action against the Developer, including, without limitation, notice to the Municipality or legal action to compel the Developer to comply with the requirements of the Regulatory Agreement. In the event of a violation of the provisions of a deed rider, the Monitoring Agent shall have the right, at its discretion, to take appropriate enforcement action against the Unit owner or the Unit owner's successors in title, including, without limitation, notice to the Municipality or legal action to compel the Unit owner to comply with the requirements of the relevant deed rider. The form of deed rider will provide for payment by the Unit owner of fees and expenses (including legal fees) of the Monitoring Agent in the event enforcement action is taken against the Unit owner thereunder. The Monitoring Agent shall be entitled to seek recovery of its fees and expenses incurred in enforcing a deed rider against the Unit owner and in any action to seek an attachment of the relevant Unit to secure payment of such fees and expenses.

The Monitoring Agent shall look solely to the reimbursement rights described above for payment of the Monitoring Agent's costs and expenses. Nothing in this Agreement shall be construed to require the Monitoring Agent to expend more than \$20,000 in enforcing the provisions of the Regulatory Agreement or to take any particular enforcement action against Developer.

4. Term. The monitoring services are to be provided for the full term of the Regulatory Agreement. The term of this Agreement and the Monitoring Services Agreement shall be commensurate with the term of the Deed Rider attached as Exhibit C and this Agreement shall expire on the date on which there are no longer any Deed Riders encumbering any of the Affordable Units described herein.

5. Responsibility of Monitoring Agent. The Monitoring Agent shall not be held liable for any action taken or omitted under this Agreement so long as it shall have acted in good faith and without gross negligence.

6. Indemnity. The Developer agrees to indemnify and hold harmless the Monitoring Agent against all damages, costs and liabilities, including reasonable attorney's fees, asserted against the Monitoring Agent by reason of its relationship with the Project under this Agreement and not involving claims that the Monitoring Agent acted in bad faith or with gross negligence.

7. Applicable Law. This Agreement, and the application or interpretation hereof, shall be governed by the laws of the Commonwealth of Massachusetts.

8. Binding Agreement. This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns. In the event that the Monitoring Agent shall cease to exist hereunder, then a successor Monitoring Agent may be appointed by FHLBB and the Municipality.

9. Assignment. The Monitoring Agent may assign its rights and obligations under this Agreement to a responsible entity in its sole discretion, with notice to the Developer.

10. Headings. All paragraph headings in this Agreement are for convenience or reference only and are not intended to qualify the meaning of the paragraph.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

DEVELOPER:
QUAIL RIDGE COUNTRY CLUB, LLC

By: _____,

Authorized Signatory

MONITORING AGENT AND MUNICIPALITY:

The Town of Acton
Board of Selectmen

By: _____,

its Chairman

Acton Community Housing Corporation

By: _____,

its Chairman

AFFORDABLE HOUSING DEED RIDER

***For Projects In Which
Affordability Restrictions Survive Foreclosure***

made part of that certain deed (the "Deed") of certain property (the "Property") from _____ ("Grantor") to _____ ("Owner") dated _____, 2007. The Property is located in the City/Town of (the "Municipality").

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

- (i) ☐ granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee and recorded/filed with the County Registry of Deeds/Registry District of Land Court (the "Registry") in Book _____, Page _____ /Document No. (the "Comprehensive Permit");
- (ii) ☐ subject to a Regulatory Agreement among _____ (the "Developer"), [☐] Massachusetts Housing Finance Agency ("MassHousing"), [☐] the Massachusetts Department of Housing and Community Development [("DHCD")] [☐] the Municipality; and [☐] dated _____ and recorded/filed with the Registry in Book _____, Page _____ /as Document No. _____ (the "Regulatory Agreement"); and
- (iii) ☐ subsidized by the federal or state government under _____ a program to assist construction of low or moderate income housing the "Program"; and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, _____ (singly, or if more than one entity is listed, collectively, the "Monitoring Agent") is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner's conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at less than fair market value, the Grantor and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if DHCD is a party to the Regulatory Agreement and is not the Monitoring Agent, by DHCD.

1. Definitions. In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is _____.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household.

Chief Executive Officer shall mean the Mayor in a city or the Board of Selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked [] _____ percent (____%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by DHCD) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no

event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [] _____ percent (____%) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of _____ % [no more than two and one-half percent (2.5%)] of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of _____ is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from

such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase. (a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the

Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, said period at the Maximum Resale Price, but subject to all rights and restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household

earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by DHCD, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance. Notice.

5. Delivery of Deed. (a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that It Is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove

any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

(A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or

(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions. (a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefore, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees. (a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Deed Rider.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured

by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner)(the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made sub subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the

Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) if any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record

with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that It is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency. (i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property. (a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Director of DHCD.

(b) In confirmation thereof the Grantor and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and DHCD and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality:

Grantor:

Owner:

Monitoring Agent[s]

(1)

(2)

Others:

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement. (a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Deed Rider,
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
- (iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.
- (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and
- (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, DHCD, if it is not

named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [] shall [] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions b Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this _____ day of _____, 2007.

Grantor:

Owner:

By: _____

By: _____

COMMONWEALTH OF MASSACHUSETTS

County, ss.

On this _____ day of _____, 2007 before me, the undersigned notary public, personally appeared _____ the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

County, ss.

On this _____ day of _____, 2007 before me, the undersigned notary public, personally appeared _____ the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

Notary Public
My commission expires: